

THE HONORABLE JAMES L. ROBART

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION,
a Washington corporation,

Plaintiff,

v.

MOTOROLA, INC., MOTOROLA
MOBILITY LLC, AND GENERAL
INSTRUMENT CORPORATION,

Defendants.

CIVIL ACTION No. 2:10-cv-1823-JLR

**DECLARATION OF MICHAEL MARION
IN SUPPORT OF NON-PARTY
KONINKLIJKE PHILIPS
ELECTRONICS N.V.'S JOINDER IN
DEFENDANTS' MOTION TO SEAL
DOCUMENTS AND TRIAL TESTIMONY
AND EXCLUDE UNAUTHORIZED
PERSONS FROM THE COURTROOM
DURING TESTIMONY REGARDING
TRADE SECRETS**

1 I, Michael Marion, declare as follows:

- 2 1. I am a Vice President of Philips and Head of Philips Intellectual Property and Standards,
3 US and I submit this declaration in support of non-party Koninklijke Philips Electronics
4 N.V.'s ("Philips") Joinder in Defendants' Motion to Seal Documents and Trial
5 Testimony and Exclude Unauthorized Persons from the Courtroom During Testimony
6 Regarding Trade Secrets. The matters stated herein are based upon my personal
7 knowledge, and if called as a witness, I would testify as to the following statements.
- 8 2. I understand that the defendants in the above captioned case, Motorola, Inc., Motorola
9 Mobility, LLC, and General Instrument Corporation Defendants, intend to offer three
10 agreements involving Philips as evidence at trial: (1) a May 30, 2006 "Patent License
11 Agreement" between Motorola Inc. and Philips (Defendant's Exhibit 2847); (2) a
12 "Philips-Motorola Mobility 2006 Patent License Agreement" dated November 30, 2010
13 (Defendant's Exhibit 2844); and (3) a "Philips-Motorola 2006 Patent License Agreement
14 Amendment", effective November 30, 2010 (Defendant's Exhibit 2846) (collectively the
15 "Philips-Motorola Licenses").
- 16 3. The terms of the Philips-Motorola Licenses, particularly the pricing terms, royalty rates,
17 and other consideration, are highly sensitive, confidential and proprietary trade secrets to
18 Philips, and are only known by the parties to the agreements. Maintaining the
19 confidentiality of these terms is critical because Philips continues to license the products,
20 patents, and technology at issue in the agreements to this day.
- 21 4. If the terms of the Philips-Motorola Licenses are released to the public, Philips will suffer
22 irreparable harm, because potential licensees of Philips' intellectual property will be able
23 to use the information to negotiate against Philips in future licensing negotiations, and
24 Philips will lose leverage in such future negotiations.
- 25 5. In particular, the terms in Philips-Motorola Licenses offer insight into Philips' licensing

1 plans and strategies, which are Philips trade secrets, and still in use by Philips today.
2 Knowledge of such plans and strategies will provide potential licensees of Philips' an
3 unfair competitive advantage in licensing negotiations to Philips' detriment.
4

5 I declare under penalty of perjury under the laws of the United States that the foregoing is
6 true and correct.

7 Executed this 7th day of November, 2012, at Briarcliff Manor, NY, USA.

8
9
10 

11 Michael Marion
12 VP. and Head of IP&S, US.
13 a unit of Koninklijke Philips Electronics N.V.
14
15
16
17
18
19
20
21
22
23
24
25